



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Master Security, Inc.

File: B-225719; B-225720

Date: February 26, 1987

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### DIGEST

1. Bidder's insertion of a 60-day bid acceptance period in the Minimum Bid Acceptance Period clause that required an acceptance period of 120 days but provided a space for specifying a longer period, renders the bid nonresponsive notwithstanding that the bidder did not change the 120-day period stated on the solicitation cover page.

2. A nonresponsive bid must be rejected and may not be changed or corrected based on explanations offered by the bidder after bid opening.

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### DECISION

Master Security, Inc. protests the rejection of its bids under invitation for bids (IFB) Nos. GS-11P87MJC0010 and GS-11P87MJC0029, issued by the General Services Administration (GSA). The IFBs stated in item 12 on the first page of each bid package (Standard Form 33) and in the standard Minimum Bid Acceptance Period clause, Federal Acquisition Regulation, 48 C.F.R. § 52.214-16 (1985), that the agency required a minimum bid acceptance period of 120 calendar days. The Minimum Bid Acceptance Period clause also included a space where bidders could specify a longer acceptance period. Because Master Security inserted "60" calendar days in the space provided for the longer acceptance period in each bid, GSA rejected the bids as nonresponsive to the requirement for a 120-day minimum acceptance period.

We dismiss the protests.

Master Security contends it inserted 60 calendar days to allow GSA 60 more days than the minimum acceptance period--that is a total of 180 days. The protester argues that in light of the clear language prohibiting less than a 120-day acceptance period, the only reasonable interpretation of its bids was

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that they specified an additional 60 days for acceptance. Master Security maintains that if it had intended to take exception to the required 120-day minimum acceptance period, it would have changed the requirement in item 12 on the first page of each bid package.

We do not agree that the bids, reasonably interpreted, manifest the bidder's intention to comply with the minimum acceptance period. The fact that Master Security did not alter the stated 120-day minimum acceptance period in item 12 is not relevant since that provision expressly stated that the minimum acceptance period provided in item 12 would not apply if the bidder inserted a different time period. Furthermore, the language of the Minimum Bid Acceptance Period clause stated that it superseded any language pertaining to the acceptance period that appeared elsewhere in the solicitation. See Cardkey Systems, B-220668, Jan. 29, 1986, 86-1 CPD ¶ 105.

The Minimum Bid Acceptance Period clause warned that while bidders were permitted to specify a longer acceptance period than 120 days, a bid allowing less than the required minimum acceptance period would be rejected. It therefore was clear that the insertion of less than 120 calendar days would be unacceptable. See Dean's Security Professionals, B-224429, July 31, 1986, 86-2 CPD ¶ 132. The only reasonable interpretation of Master Security's bids was that they took exception to the requirement for a 120-day minimum acceptance period.

Because the minimum acceptance period of 120 days was a material term of the IFB, GSA was required to reject Master Security's bids as nonresponsive for taking exception to the stipulated minimum period. See Central States Bridge Company, Inc., B-219559, Aug. 9, 1985, 85-2 CPD ¶ 154. Regardless of Master Security's actual intention, which it argues was to add 60 days to the acceptance period, it wrote 60 days in the space for its proposed acceptance period. The responsiveness of a bid must be determined from its face at bid opening, and it may not be changed or corrected on the basis of explanations offered by the bidder after bid opening. Id.

Master Security asserts that its bids should be considered because they were low. It is well established, however, that the importance of maintaining the integrity of the competitive bidding process outweighs any cost advantage of accepting a nonresponsive bid. See Electrical Systems Engineering Co., B-223199, Sept. 4, 1986, 86-2 CPD ¶ 258. A bidder offering a shorter acceptance period than required

under the IFB would have an unfair advantage over other bidders, in that the bidder could refuse to extend its acceptance period if unanticipated cost increases occurred whereas the other bidders would remain bound under the longer required bid acceptance period. Further, if the bidder were allowed to decide after bid opening whether to agree to the required acceptance period, the bidder would have the advantage of electing whether to accept or reject a contract after bid opening by choosing whether to make its bid responsive. See Central States Bridge Co., supra. Such a situation obviously would adversely affect the integrity of the bidding process.

Master Security also complains that the 120-day minimum acceptance period was excessive and was included in the IFBs as a matter of administrative convenience. This basis of protest is untimely. Our Bid Protest Regulations require that where, as here, an alleged solicitation impropriety is apparent prior to bid opening, the protest must be filed before bid opening. 4 C.F.R. § 21.2(a)(1) (1986). Master Security did not file its protest until bids had been opened and its bid rejected.

The protests are dismissed.



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